

MEMORANDUM

TO: All Vendors Requesting RFP 3162

FROM: David L. Litchliter, Executive Director

DATE: June 7, 2000

SUBJECT: Clarifications to RFP 3162 for Vendor Questions

This memo provides clarifications / answers to questions submitted by vendors by noon June 1, 2000. The questions and corresponding answers are listed below. Questions are denoted as (Q) and answers are denoted as (A).

1. (Q) Once the RFP is awarded, which agency will be issuing Purchase Orders for the initial allotment of 6,000 PCs?
(A) *The Governor's Office will be responsible assuring prompt payment of purchase orders as received under the conditions specified in the Agreement and Request for Proposals.*
2. (Q) On the technical specifications, number 8 requires "2 ISA/PCI". Please specify if the slot must be: ISA/PCI Shared slot or can it be either ISA or PCI?
(A) *ITS & SDE staff*
3. (Q) Please forward any clarification you might have on the Proposal Bond of \$50,000 that is required at the time of submission.
(A)
4. (Q) Dell would like to request a list of schools, location, number of classrooms per school, which classrooms are wired for the Internet and a listing of schools without loading docks.
(A) *SDE—Helen Soule*
5. (Q) Regarding the payment terms and optional lease proposals. Will the lease terms that we negotiate with "ITS" govern the leasing arrangements?
(A)
6. (Q) On page 34 II, you describe a "Lease-Purchase Option". Does this lease structure assume that title to the equipment passes to "ITS" at lease commencement?
(A) *Possession and title of all computers will pass to each individual school district upon completion of the installation by the successful vendor(s) as specified in the Agreement and Request for Proposals.*
7. (Q) On page 34 III, you describe a "Lease (rental) Option with a 3-year Refresh Option". Does this lease structure assume that "ITS" has an option to return the computers and order

- new computers at the end of the 3-year term?
- (A) *The proposed lease structure should assume that each school district has an option to return the computers and order new computers at the end of the proposed lease.*
8. (Q) Are any of the following needed: Delivery to specific classrooms? Date or time specific delivery?
- (A) *The successful vendor(s) will be responsible for delivery and installation in each approved classroom. Under the Agreement, the successful vendor(s) will negotiate a mutually acceptable delivery and installation schedule that will provide for complete installation by March 31, 2001.*
9. (Q) Dell's leasing organization, Dell Financial Services L.P. (DFS) would be the organization with whom you would be writing a lease. Would DFS be considered a subcontractor?
- (A) *Should the State select a leasing option, the leasing organization should be a party to the Agreement (CHECK WITH JAYNE).*
10. (Q) Page 28, Section D, Question #15. Please clarify what a "high resolution mouse" is?
- (A) *SDE and ITS?*
11. (Q) Page 25, Section B, Questions #6-7. As Acer America is a wholly owned subsidiary of the Acer Group, please confirm that ITS will accept financial statements and other background information from the Acer Group rather than Acer America.
- (A) *The State will accept financial statement and other background of holding companies for their subsidiaries with the understanding that the holding company must be a signatory of the Agreement.*
12. (Q) Page 8, Section L, Question #3 refers to installations "operational for at least December 31, 2000". Please clarify the date or time frame.
- (A) *All proposals must include at least three (3) references that the state may contact. All references provided by the vendor must have had product(s) installed and operational prior to December 31, 2000. This requirement should afford vendor's references sufficient time to thoroughly evaluate the vendor's product.*
13. (Q) When does the Fiscal Year begin and end?
- (A) *The State Fiscal Year 2001 begins July 1, 2000 and ends June 30, 2001.*
14. (Q) E. Warranty Requirements — Who pays the shipping cost for years 2-3, or 4 and 5? It states that years 2 and 3 must be parts and labor. Thus, for years 2 and 3, the units must be shipped to us for repair. Who pays the shipping cost? (The vendor or the school district?) How would you like to see this bid?
- (A) *The State would prefer to see minimal costs for the acquisition and maintenance of all computers. Further, the State would prefer the highest quality product for use in Mississippi's public elementary and secondary schools. However, should a product*

become non-functional as provided under warranty following the period for on-site repair, the school districts will be responsible for shipping costs to and from the vendor's repair shop.

15. (Q) Please give your definition of 3-year Lease/Refresh.

(A) *ITS*

16. (Q) Section IV, DD. Ownership of Developed Software. Does the term "tailored software" include or exclude commercial application software that is "tailored" to specific requirements of the State? Please clarify.

(A) *SDE and ITS*

17. (Q) Section VI.A.1.vi. Can the State accept alternate language to this section that excludes the implied warranties of merchantability and fitness for a particular purpose with an express warranty related to compliance with specifications?

(A) *All things are negotiable.*

18. (Q) Exhibit C, Article 6. To the extent that a particular manufacturer provides commercial-off-the-shelf shrink-wrap software, can the manufacturer exclude the warranty related to disabling codes and computer viruses?

(A) *SDE and ITS*

19. (Q) Exhibit C, Article 14.2 and 37. Both Articles provide for liquidated damages. Are these clauses additive or mutually exclusive? Please clarify.

(A) *JAYNE BUTTROSS*

20. (Q) The contract does not include a force majeure clause. Would the State consider adding such a clause?

(A) *JAYNE BUTTROSS*

If you have any questions regarding this information or project, please contact Cheryl Yelverton of my staff at (601) 359-2401.

CC: Michael Boyd, Office of the Governor
File 32162 - 3162